

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to THOMAS & MYRTLE HIROYASU and LELAND & DIXIE JOHNSON
17799 San Clemente Street
Fountain Valley, CA 92708

their heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property. That portion of that certain easement for storm drain facilities, 12.00 feet in width, lying within Lot 4 of Tract No. 13300-1, as shown by map on file in Book 114 of Maps, at Pages 74 and 75 thereof, records of Riverside County, California, as shown on the attached Exhibit "A",

in accordance with the terms hereof.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: Construction and maintenance of a 6" PVC private drain line connecting a private drain box into the public storm drain shown on the attached Exhibit "A".

1A. The applicant agrees to hold the City harmless for any liability incurred by connection to the public storm drain including, but not limited to, on-site flooding caused by the public storm drain malfunctioning causing water to back up into said private drain.

1B. The applicant's contractor shall obtain the necessary permits to connect to said public storm drain.

2. Permittee, by acceptance of the benefits hereunder, acknowledges title to the property to be in the City of Riverside and waives any right to contest the validity of the dedication or grant.

3. Permittee acknowledges that the described property is the site of a proposed or planned public improvement and that, accordingly, all rights and privileges of use permitted shall cease and expire upon notice of revocation by the City. Upon the expiration or revocation, Permittee shall, within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed, the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

4. Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or his heirs and assigns or successors in interest, are in default of the terms hereunder shall be cause for revocation.

6. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims, demands, costs, losses, damages, injuries, action for damages and/or injuries, and liability growing or arising out of or in connection with the construction, encroachment, and/or maintenance to be done by Permittee or his agents, employees or contractors within the described property.

DATED: MAR 2 1 1989

CITY OF RIVERSIDE, a municipal corporation

By *Ch Brown* Mayor

Attest *Alice G. Hare* City Clerk

The foregoing is accepted by:

(Signature(s) of Permittee)

Leland Johnson
Thomas H. Hays
Duff H. Hays
Myrtle H. Hays

APPROVED AS TO CONTENT

Barry Bell
 Department Head

APPROVED AS TO FORM

John Woodhead
 City Attorney

CITY MANAGER APPROVAL

Robert E. Fremont
 City Manager